

05 - 189

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE SLOVAK REPUBLIC
CONCERNING
THE J. WILLIAM FULBRIGHT COMMISSION FOR EDUCATIONAL EXCHANGE
IN THE SLOVAK REPUBLIC

The Government of the United States of America and the Government of the Slovak Republic (hereinafter referred to as "the Parties").

Desiring to promote further mutual understanding and cooperation through the implementation of programs for the support of mutual educational, research and cultural contacts, and

Considering the mutual benefits derived from such programs and the desire of the Parties to cooperate and assist further the financing and administration of such programs for the further strengthening of international co-operation.

Have agreed as follows:

Part I. The Status and Activities of the J. William Fulbright Commission

Article 1

Legal Status of the J. William Fulbright Commission

A) There shall be continued the J. William Fulbright Commission for Educational Exchange (hereinafter referred to as "the Commission"), as established by the Agreement Between the Government of the United States of America and the Government of the Slovak Republic for the Establishment of the J. William Fulbright Commission for Educational Exchange in the Slovak Republic, signed on September 22, 1994. The Commission shall be a legal entity in the Slovak Republic, according to Slovak law.

B) The Commission shall enjoy autonomy of management and administration, subject to the provisions of this Agreement.

C) The Parties shall recognize the Commission as an organization created and established for the implementation of programs based on the provision of assistance and services, defined as social services under Slovak law (including, for example, the provision of financial support to the citizens of the Slovak Republic and citizens and nationals of the United States of America in the form of scholarships and subsidies for the reimbursement of travel expenses, costs of tuition, accommodation, and food and other forms of social and other aid), as well as on the provision of educational, research, cultural, informational, consultant and other services specified by this Agreement. These programs, and the costs of the Commission's operation related to their implementation, shall be financed from the funds provided to the Commission by the Parties in accordance with the provisions of this Agreement. The Commission shall also be entitled to obtain funds from other sources.

D) The Commission shall be entitled to carry out other activities outside the scope of, but consistent with, this Agreement, as specified in the Commission charter and approved by the Board. These other activities shall be funded from sources other than those provided by the Parties to the Commission on the basis of this Agreement, and separate accounting records shall be kept for them.

Article 2

Activities of the J. William Fulbright Commission

In order to accomplish the objectives of this Agreement, the Commission shall conduct the following activities:

A) On the basis of the interests and needs of both Parties, plan, adopt, and conduct programs of the Commission described in Article 1, paragraph C, above, by:

1. financing studies, research, instruction and other educational activities

a) of or for citizens and nationals of the United States of America in the Slovak Republic, and

b) of or for citizens of the Slovak Republic in U.S. schools and institutions of learning and research located in or outside the United States of America;

2. financing visits and interchanges between the Parties of students, trainees, research scholars, academic scholars, teachers, instructors, artists, and professionals; and

3. financing and/or implementing other related educational, research, informational, consultant and other activities as are provided for in budgets approved in accordance with Article 6, below.

B) Develop and submit for approval to the Parties a comprehensive proposal of the Commission's activities describing the scope of programs, academic areas of concentration, and types of programs and services that shall be carried out on the basis of this Agreement in the next fiscal year;

C) Detail particularly the extent, amount, types and focuses of purpose of the financial support which shall be granted according to the Commission's programs for the next fiscal year. For the purposes of this Agreement, a fiscal year shall be defined as a calendar year for the Slovak Republic, and as October 1 of one calendar year through September 30 of the following calendar year for the United States;

D) Prepare each program year an announcement of application instructions for a public competition in the Slovak Republic, including information on procedures for the submission of applications to the Commission to participate in the programs, and evaluate these applications and nominate candidates to participate in the Commission's programs;

E) Submit to the J. William Fulbright Foreign Scholarship Board of the United States of America (hereinafter referred to as the "Fulbright Foreign Scholarship Board"), appointed by the President and with its seat in the United States, for approval, proposals by the Commission of students, trainees, research scholars, academic scholars, teachers, instructors, artists and professionals, who are citizens of the Slovak Republic, for participation in such programs;

F) Recommend to the organizations in the Slovak Republic candidates who are citizens or nationals of the United States of America for studies, research, instruction, and other educational activities in the Slovak Republic;

G) Recommend to the Fulbright Foreign Scholarship Board nominations for the selection of participants who shall receive financial support, as the Commission may deem necessary;

H) Authorize the disbursement of funds and the making of grants, including payment for transportation, accommodation, food, tuition, maintenance and other expenses incident thereto, if the Fulbright Foreign Scholarship Board approves the selection of individual applicants for participation in the Commission's programs, subject to the conditions and limitations as set forth herein;

I) Arrange for an annual audit of the accounts of the Commission for both Parties, the results of which shall be submitted to the bodies of the Parties responsible for the execution of this Agreement. The Commission shall also permit other auditing of its accounts by representatives of either or both Parties, if requested;

J) Prepare annual reports of its activities, the form and contents of which shall be specified by the Parties, and submit these reports to the bodies of the Parties responsible for the execution of this Agreement; and

K) With the approval of the bodies of the Parties responsible for the execution of this Agreement, administer or assist in extending financial support offers and other aid in furtherance of the purposes of this Agreement.

Part II. Bodies of the Commission

Article 3

The Board of the Commission

A) A Board, consisting of eight members who shall be authorized to act on its behalf, shall manage the activities of the Commission. The Board shall consist of four citizens of the United States of America and four citizens of the Slovak Republic. In addition, the Chief of the Diplomatic Mission of the United States of America to the Slovak Republic and the Minister of Education of the Slovak Republic shall be Honorary Co-Chairpersons of the Commission, entitled to participate in Board meetings as non-voting members.

B) The Chief of the Diplomatic Mission of the United States of America to the Slovak Republic shall have the power to appoint and remove the American members of the Board, two of whom shall be officers of the United States Foreign Service in the Slovak Republic. The Minister of Education of the Slovak Republic shall have the power to appoint and remove the Slovak members of the Board, one of whom shall be a representative nominated by the Ministry of Foreign Affairs of the Slovak Republic, and one of whom shall be a representative of the Ministry of Education of the Slovak Republic. The remaining members of the Board shall be drawn from the educational, corporate, and professional communities in the two countries.

C) The non-governmental Board members shall be appointed for three-year terms and shall be eligible for reappointment for an additional three years. However, no member shall serve for more than six consecutive years. The terms of appointment shall begin on January 1 and end on December 31. Vacancies by reason of resignation, expiration of service or otherwise, shall be filled as determined in paragraph B of this Article for the balance of the term remaining.

D) The Board shall elect a Chairperson from its own membership for a period of service of one year, provided that a citizen of the United States and a citizen of the Slovak Republic shall alternately assume the Chair.

E) Each member of the Board shall have one vote. The decisions of the Board shall be made by a majority of the votes cast. The Chairperson shall cast a deciding vote in the event of a tie vote by the Board. A quorum shall consist of at least five voting members, including at least two members from each country.

F) Appointment to the Board shall not give rise to an employment relationship with the Commission. The members of the Board shall serve without compensation, but the Commission is authorized to defray necessary expenses incurred by Board members in attending meetings of the Board, which shall take place at least twice a year, and in performing other duties assigned by the Commission.

G) The Board shall adopt such by-laws as it deems necessary for the execution of the Commission's programs.

H) The office of the Commission shall be in Bratislava, in the Slovak Republic. The meetings of the Commission may be held in such other places as the Commission may determine. Any Commission official or employee may carry out the Commission's activities at such places as may be approved by the Board.

Article 4

Treasurer and Alternate Treasurer of the J. William Fulbright Commission

A Treasurer and an Alternate Treasurer shall be elected from among the Board members, subject to removal by the Board. One of them shall be a citizen of the United States and the other a citizen of the Slovak Republic. The Treasurer, and in his or her absence the Alternate Treasurer, shall perform financial management duties as designated by the Board.

Article 5
Executive Director of the J. William Fulbright Commission

- A) The Board shall appoint an Executive Director, who shall be a Commission employee.
- B) The Executive Director shall be responsible for the activities and operations of the Commission and its employees, to the extent designated by the Board and required under Slovak law.

Part III. Obligations of the Parties

Article 6
Financial Obligations

A) The Parties shall agree to make annual allocations of funds or contributions in-kind to the Commission for the purpose of this Agreement each fiscal year. The amount of such annual allocations shall be subject to the funds available to both Parties in accordance with their respective national laws and regulations. All commitments, obligations, and expenditures authorized by the Commission shall be made in accordance with an annual budget approved by the Parties. The Parties agree on the need for parity in their respective financial and in-kind contributions to the Commission, with both sides committed to providing substantial sharing of costs under this Agreement.

B) In the budgeting and accounting of the funds of the United States, and in the financial and program reporting to the Party of the United States, the Commission shall follow the Department of State's Manual for Binational Commissions and Foundations.

C) In the budgeting and accounting of the funds of the Slovak Republic, and in the financial and program reporting to the Party of the Slovak Republic, the Commission shall follow the regulations of the Slovak Republic. The annual financial allocation by the Slovak Republic shall be based on a memorandum between the Ministry of Education of the Slovak Republic and the Commission. The Commission shall account for the allocation of the Slovak Republic in accordance with the legal regulations of the Slovak Republic.

D) Concerning the liability of both Parties for the reimbursement of costs and expenses:

1) The Party of the United States alone shall reimburse all personnel expenses incurred by Commission employees (including the Commission's expenditures for salaries and other legal employment benefits of the Commission's employees). These reimbursements shall be included in the total amount of the United States financial allocation. The Party of the United States shall provide the office with all appropriate equipment necessary for the successful operation of the Commission, including telecommunication and computer equipment.

2) The Party of the Slovak Republic alone shall provide office space free of charge with public access at a suitable downtown location in Bratislava for the Commission offices. It shall also pay for the office's utilities, which shall include, but not be limited to, heat, water, light, electricity and phone usage associated with the maintenance of the office, and ensure the installation of at least three telephone lines and other equipment.

Article 7
Facilitating Program Implementation

A) The Parties shall make every effort to facilitate the programs of mutual exchange of persons approved by the Commission on the basis of this Agreement and to resolve problems that may arise in the operations thereof.

B) Each Party guarantees that permission for the scholarship recipient's stay in the receiving country does not depend on issuance of a work permit.

C) In accordance with the laws of the respective countries, the Parties shall mutually accept the medical reports submitted by the grant recipients and their dependents.

D) The Parties shall not charge administrative fees connected with the residency permits for the grant recipients and their dependents.

Part IV. General and Final Provisions

Article 8

Bodies of the Parties Responsible for Execution of the Agreement

The bodies of the Parties responsible for the execution of this Agreement are:

- a) for the Government of the United States of America, the Department of State, and
- b) for the Government of the Slovak Republic, the Ministry of Education.

Article 9

Operation of Legal Regulations of the Parties

This Agreement and activities arising from it shall be performed in accordance with the laws and regulations of both Parties.

Article 10

Validity of the Agreement

A) This Agreement shall enter into force on the 30th day after signature by the Parties, with an effective date of September 23, 2004. It may be amended by the written agreement of the Parties.

B) This Agreement shall remain in force until terminated, in writing, by either Party, in which case the Agreement shall expire on the 30th day of the first calendar year following the date of delivery of the written termination notice to the other Party. Termination of this Agreement shall not affect programs previously initiated on the basis of this Agreement.

C) Upon termination of this Agreement, funds and property of the Commission remaining shall be divided between the two Parties in proportion to their respective contributions to the Commission, and shall become the property of the Parties, subject to such conditions, limitations and liabilities as may have been imposed thereon prior to the termination of the Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed the present Agreement.

DONE at Bratislava, this 22nd day of March 2005, in duplicate in the English language.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF
THE SLOVAK REPUBLIC:

